

IN THE SENATE OF THE UNITED STATES.

JUNE 27, 1868.—Ordered to be printed.

Mr. WILLEY made the following

REPORT.

[To accompany bill S. No. 575.]

The Committee on Claims having considered the petition of Joseph Segar, of Virginia, praying compensation for commissary and quartermasters' supplies seized and appropriated by the military authorities of the United States of the property of the said Joseph Segar; also compensation for the use and occupation of the farm of the said Joseph Segar, situate in the county of Elizabeth, in the State of Virginia, also seized by the said military authorities; and also for damages done to said farm whilst occupying the same, beg leave to make the following report:

I. As to the personal property seized and appropriated as commissary and quartermasters' supplies. To ascertain the amount and value of this, a board of survey was organized, as appears by the following special order:

[Special Order No. 2.]

HEADQUARTERS DEPARTMENT OF VIRGINIA,
Fort Monroe, Va., May 26, 1861.

A board of officers, to consist of Colonel A. Duryea, 5th New York volunteers; Lieutenant Colonel J. K. Warren, 5th New York volunteers; Brevet Major William Hays, captain 2d artillery, will assemble at the camp of the 5th regiment New York volunteers, at 12 o'clock m, to-day, or as soon thereafter as practicable, and *make an inventory of such property belonging to Mr. Joseph Segar, of Elizabeth City county, Virginia, as it may be necessary to take for the use of the government of the United States; also, of such forage, mules, wagons, and other property as Mr. Segar may be willing to dispose of.*

As further evidence on this point, as well as of the seizure and occupation of the farm, and the damage done to the same, the following extract from a letter from General Butler to Mr. Segar is referred to:

The circumstances under which the occupation of your property near Hampton, called by you Roseland, occurred were these: On the 22d of May I came to Fortress Monroe to take command of the department. On the next day I had a consultation with Colonel De Russy as to the best place for encamping the troops then about to arrive. I was fully determined to encamp them. The site was then determined upon. On the same day I directed my chief of staff to select proper sites for camps within the section indicated, and that the grounds should be taken possession of for that purpose, and that the owners should be notified that it was so taken by the United States for a military exigency. I am informed that you, being ascertained to be the owner, were so notified, and I believe this to have been done. For the details of the proceeding I refer you to the letters of Captain Stewart and Major Fay, United States army, enclosed herewith. I also was informed that there was upon the land *and in your storehouses certain property very useful to any troops, which I caused to be taken.*

Afterwards I ordered a board of survey to adjudicate upon the damage done to your property by taking it for the service of the United States. There is now in the office of the adjutant general of the department the report of this board, to which I have certified my approval.

It seems, however, that the report made by this board has been lost or mislaid; but the following extracts from letters and affidavits of persons composing said board will suffice to supply the absence of the report itself.

General Hays, in a letter dated 10th November, 1861, says :

I have received your letter in regard to the amount of damages, &c., allowed by the board ordered to assess the value of your property taken for the use of the government.

I do not remember the amount allowed, nor have I any means of ascertaining it, but I think it was about the amount you state, viz: eight thousand five hundred dollars, or a little less.

I remember distinctly that nothing was allowed for the dwelling-house, outbuildings, or fencing, on the ground that no damage had been done to them, and therefore no allowance could be made; that a claim for damage and use of them could be made afterwards, when the damage and time occupied could better be ascertained.

General Duryea says :

Your note of yesterday is now before me, and I reply that the board of survey awarded you \$8,000 and upwards, as the valuation of the property taken for the use of the government at Fortress Monroe. My recollection is distinct that the sum exceeded the amount above stated, (\$8,000.) No valuation was made except of property actually taken by the government.

Milton R. Muzzy testifies as follows :

This is to certify that I was one of three freeholders of the county of Elizabeth City, (Mr. S. Kelly and Henry C. Kendall being the other two,) who assisted the board of survey in valuing the property of Joseph Segar, esq, on his farm Roseland, taken by the government of the United States, in May, 1861.

The board assembled at the mansion house of Mr. Segar, then the headquarters of Colonel Duryea, and valued each article of property separately, adopting as a guide the usual market price at the time.

The amount of valuation, I distinctly remember, exceeded considerably the sum of eight thousand dollars, (\$8,000,) reached, I am sure, at least \$8,500, but the exact sum I am not able to name, not expecting ever to be called on in the matter. The valuation was confined exclusively, to the personal property, and there was no assessment of rent or of damages.

Sylvester Kelley, another freeholder and a farmer, states as follows :

I was one of three freeholders selected by Colonel Duryea and Colonel Warren and Major Hays, in the year 1861, to aid them in valuing the personal property of Mr. Joseph Segar, on his farm Roseland, in Elizabeth City county, and which, as I understood at the time, was to be taken by the government of the United States for its use, and which I verily believe was so taken at the valuation fixed by the board. Each article of property, including corn, oats, horses, mules, forage, carts, wagons, cattle, hogs, &c., was valued separately, and the aggregate valuation exceeded \$8,000; but how much it exceeded that sum I am not able to say: but that it exceeded \$8,000 I have a distinct recollection.

There was no assessment of damages done the farm or buildings, or fencing, or woods, or any fixing of rent of the farm. Of this I am entirely certain.

And the two latter witnesses, in an affidavit made October 20, 1865, further say :

Each article and class of articles was valued separately, consisting of mules, carts, wagons, gear, harness, corn, oats, forage, cattle, and hogs. There was no assessment of damages of any kind: only the personal property was valued.

It appears that of the sum thus ascertained to be due to Mr. Segar for these commissary and quartermasters' supplies, the sum of \$6,810 has been paid to him, leaving a balance unpaid of \$1,560. The reason why this balance remains unpaid is, as the petitioner alleges, the passage of the act of 1867, prohibiting the "settlement of any claim for supplies or stores taken or furnished for the use of, or used by, the armies of the United States, &c., &c., where such claim originated, during the war for the suppression of the southern rebellion, in a State or part of a State declared in insurrection by the proclamation of the President of the United States, dated July 1, 1862, or in a State which by an ordinance of secession attempted to withdraw from the United States government." (See Stat. at Large, vol. 14, pp. 397-8.)

II. In reference to rent for the use and occupation of the said farm of said Segar:

The petitioner files the "proceedings of the board of claims, convened by Special Order No 49, from headquarters, district of Henrico, Richmond, Virginia, July 3, 1865, and in session at Fortress Monroe, Virginia, by virtue of Special

Order No. 307, from headquarters department of Virginia, Richmond, Virginia, November 23, 1865."

This board consisted of Lieutenant Colonel Charles P. Baldwin, 11th Maine infantry, president; Captain George C. Scammon, 11th Maine infantry, recorder; Major Thomas F. Edwards, 24th Massachusetts infantry.

This commission made "a personal inspection of the lands in question, (in company with Mr. Segar) eliciting such facts as to their occupancy by the government as were deemed important by the board."

They examined Mr. Segar on oath, and also sundry other witnesses. The following is a synopsis of their evidence:

Affidavit of R. H. Clark.

The farm (Mr. Segar's) is a large one, soil very rich. With good cultivation would realize between five and eight thousand dollars a year. If cultivation had been allowed during the war, it would have realized a very large income. \$6,000 per annum would not be to Mr. Segar adequate compensation. To make farm fit for cultivation again will require time and large amount expenditure.

Affidavit of M. R. Muzzy.

I own a small tract of land near Mr. Segar's farm, which is one of the most valuable and productive in this section of the State. Number of acres between four and five hundred. Cultivated to best advantage the income would range between six and eight thousand dollars. Had it been cultivated during the war, with no military molestation, the income, owing to the active demand, the fertility of the soil and great convenience to market, would have greatly exceeded the highest of these sums. If rented out in lots would have realized to the proprietor at least \$10,000 per annum, he verily believes much more. The farm-houses, fencing, and wood and timber having been entirely destroyed soon after the war began, would require, when cultivation is resumed, much time and a large expenditure of money. Could not be made fit for cultivation again for one year after delivery of possession to owner. \$7,000 a year would not reimburse him.

Affidavit of Sylvester Kelley.

Am a farmer, with farm near Mr. Segar's. Mr. Segar's farm is large, valuable and productive. Would produce an income of between six and eight thousand dollars per year. Had Mr. Segar been allowed to cultivate it during the war, or rent it out in lots, the income would have been somewhere between ten and fifteen thousand dollars a year. Would require one, perhaps two years, after relinquishment by the government to fit it for recultivation. \$7,000 a year would not be more than reasonable rent.

Affidavit of T. S. Tennis, late a senator from Virginia.

Have known Mr. Segar's farm for last 20 years. It is large and very productive. I know that after the removal of the buildings of the Hygeia hotel, this farm was the sole means of support of Mr. Segar, and that afterwards Mr. S. had to return to his profession, the law, for a living. He and I would not go with our State into secession, and we have both been sufferers by our loyalty to the Union. I know he has been a great sufferer, socially and pecuniarily, by his fidelity to the Union, and I deem it my duty as a Union man, and as an honest man, to say that the government ought, in its business dealings, to deal most liberally with him. Considering all things, I should say that less than \$10,000 per annum would not be just and reasonable compensation for the use and occupation of his farm.

James T. Seawell.

My farm immediately adjoins Mr. Segar's. The latter is large and very fertile. Am of the opinion that with proper cultivation the income would be between six and eight thousand dollars.

The following is the award made by this board on the 30th of November, 1865:

After a mature consideration of the evidence in the claim and the facts adduced thereby, as well as the nature and extent of the property in question, the board submit the following

REPORT.

I. The property in question is private, and is owned by Mr. Joseph Segar, of Hampton, Virginia. It consists of a farm of four hundred and forty-seven (447) acres, with a dwelling house thereon.

II. Mr. Segar is a loyal man and has been so through the entire war.

III. The entire property was taken possession of May 24, 1861, by order of General Butler, for military purposes, and was so occupied until the 1st day of April, 1863. At that date the dwelling house, with garden attached, was restored to Mr. Segar. The remainder of the property continued in the possession and use of the United States, and is still used by them.

IV. From the 1st of April, 1863, the date on which Mr. Segar got possession of his dwelling-house, to the 1st of April, 1864, the dwelling-house was occupied by Captain Hunt, United States army, who paid Mr. Segar four hundred dollars (thirty-three and one-third dollars per month) as rent therefor.

Since the 1st of April, 1864, Mr. Segar has had the use and possession of the house himself. Subsequently to the evacuation of Richmond, and prior to the 24th day of November, 1865, he has received as rent for portions of his farm from private parties the sums of fifty-six (56) and seventy-five (75) dollars, as appears by his own testimony, and by a document hereto attached, marked I. In the opinion of the board these sums, respectively, should be deducted from the amount to be paid him by the government.

V. The board therefore recommend that the following allowances of rent be made to Mr. Segar by the government for the use of his property:

From May 24, 1861, to April 1, 1863—1 year, 10 months, and 7 days, at \$400 per month.....	\$3, 893 33
From April 1, 1863, to April 1, 1865—2 years, at \$400 per month, minus house rent, \$33 33 per month for the time.....	8, 800 00
From April 1, 1865, to November 24, 1865—7 months and 23 days, at \$400 per month, minus \$33 33 per month for this time, and deducting from this amount \$131 rent received by Mr. Segar from private parties.....	2, 716 77
Making the total amount due Mr. Segar.....	<u>20, 410 10</u>

VI. The board recommended that so long as the government shall continue to occupy the same portion of Mr. Segar's farm that it now does, that from and after the 25th day of November, 1865, a rent of \$366 77 per month be paid for it, provided Mr. Segar does not receive any rent from private parties for any portion of the land.

CHAS. P. BALDWIN,
Lieut. Col. 11th Maine Vols., President.
 THOMAS F. EDWARDS,
Major 24th Mass. Infantry.
 GEO. C. SCAMMON,
Captain Maine Infantry, Recorder.

It seems from the following letter of Colonel Whytal—

NEW YORK CITY, April 16, 1863.

MY DEAR SIR: In reply to your inquiry, I beg to say that when I relieved General Blunt as depot quartermaster at Fortress Monroe, Virginia, on August 1, 1866, the farm owned by you and known as "Roseland" was still in possession of the government, and was at that time covered with workshops, stables, dwellings, &c., the property of the government. In the autumn of said year I sold off the whole of these buildings, and on the 1st of January, 1867, gave you possession of the property. It seems to be almost needless for me to state, what is well known to every one familiar with the fortress during the rebellion, that said farm was of incalculable value and importance to the government as a rendezvous for troops, for the collection of war material, for the stabling of horses, for the running of workshops, &c., &c. Indeed, from its close proximity to the fort and extent of acres, it was, in my judgment, absolutely indispensable.

Most truly yours,

THOS. G. WHYTAL,

Late Brevet Lieut. Col. and Depot Quartermaster.

Hon. JOSEPH SEGAR, *Washington, D. C.*

that possession of his farm was not given to Mr. Segar until the 1st of June, 1867. From the 25th of November, 1865, (which was the date to which the rent was estimated by the aforementioned board,) to the (say) 25th of December, 1866, would be 13 months, which, at \$366 77 per month, would make the sum of \$4,768 01, which, added to the foregoing amount allowed by the said military board, would make the total sum of \$25,178 11.

III. Damages done to the farm by its use and occupancy by the military forces of the United States.

In proof of these the petitioner presents the following evidence:

Affidavit of J. E. Segar and others.

Statement of houses and fences destroyed on the farm of Hon. Joseph Segar, while the farm was in possession of the United States government:

One corn-house, 24 by 12 feet; one mule stable, 24 by 12 feet, for 6 mules; one horse stable, 20 by 12 feet, for 4 horses; one carriage-house, 16 by 12 feet; one carriage-house, 20 by 12 feet; one smoke-house, 12 by 14 feet; one quarters for hands, 20 by 12 feet; one quarters for hands, 12 by 8 feet; cow-houses for 10 or 12 cows; several fowl-houses.

The above is a correct list of the houses and their dimensions destroyed on the farm of my father while it was occupied by the United States government. The dimensions may not be exact, but cannot be far out of the way. There was also at least six miles of fencing on the farm, including partition fences; and every foot destroyed during the occupation of the farm by the government. Of the fencing two-thirds was post and board, and one-third rail.

JNO. F. SEGAR.

Personally appeared before me this the 6th day of May, 1868, John F. Segar, who subscribed and made oath to the above and foregoing statement.

S. E. BICKFORD.

Notary Public.

I have examined statement contained in affidavits made by John F. Segar, Alexander Washington, David Paine, and others, as they appear on pages (2 and 3) two and three of a pamphlet signed by Joseph Segar, describing certain houses with dimensions, &c., and hereby certify that to replace them at this time would, in my judgment, cost not less than \$3,000. I have been engaged in the lumber business and building for the past 10 years, and think the above estimate a low one.

JOHN O. EVANS.

WASHINGTON, D. C., June 23, 1868.

Sworn to and subscribed before me this 23d day of June, 1868.

[SEAL.]

EDMUND F. BROWN,

Notary Public.

STATE OF VIRGINIA, *County Elizabeth City:*

Personally appeared before me, a notary public in and for the State and county aforesaid, Alexander Washington and David Paine, who made oath that they lived on the farm of Hon. Joseph Segar before the war of 1861, and resided on the farm or in the neighborhood during the war, and are familiar with the facts stated in the foregoing affidavit of Mr. John F. Segar; that the houses and fences destroyed, as therein stated, is, to the best of their knowledge and belief, correct.

his
ALEXANDER + WASHINGTON.
mark.

his
DAVID + PAINE.
mark.

Witnesses to their marks:

CHARLES E. HEWIN.

GEORGE G. FRENCH.

Sworn to and subscribed before me, at Hampton, Virginia, this the 6th day of May, 1868; and I certify that the foregoing statement and affidavit was carefully read over and explained to the parties before signing.

S. E. BICKFORD, *Notary Public.*

Affidavit of G. W. Semple.

Statement of Dr. George W. Semple as to the cost of replacing the fencing destroyed on the farm of Mr. Joseph Segar, called Roseland, near Fort Monroe, during its occupation by the United States government:

I have been for many years a resident of Elizabeth City county, Virginia, a practitioner of medicine, and a farmer, and familiar with the farm of Mr. Segar and the amount of fencing thereon. I am familiar with the price of lumber and labor at this time, and in my opinion it would cost not less than \$1,000 per mile to build fencing at this time, and according to my recollection of the length of fencing on Mr. Segar's farm there was about six and one-

half, certainly not less than six miles of fencing on said farm, which was destroyed during the war while occupied by United States government. It would not cost, therefore, less than \$6,000 to replace the fencing destroyed. The following is a basis for the above estimate: Fence four planks high, planks eight inches wide, one post for every eight feet boards to cost \$25 per thousand, \$841 88 cost of boards per mile. Posts, labor of setting posts, and cost of nails, 30 cents per panel, 660 panels to the mile, would cost \$198 10 per mile, making in all \$1,039 88 to the mile for building the fence, which is rather over the estimate

G. WM. SEMPLE.

Sworn to and subscribed before me at Hampton, Virginia, this the 12th day of May, 1868.
S. E. BICKFORD, *Notary Public.*

Affidavit of C. W. Hickman.

I reside in the county of Elizabeth City, State of Virginia, and about five miles from Fortress Monroe.

I sold wood to the government in the years 1863, 1864, and 1865, at the rate of \$5 per cord, mostly pine wood. The market price of wood now is \$5 per cord for pine wood; of oak wood, from fifty cents to \$1 more. The market price of wood on the stump is not less than \$2 50 per cord for oak wood. Common sap pine is worth on the stump at least \$2. When very convenient to market it is worth more, as carting is saved.

I should say that the wood on Mr. Joseph Segar's farm, Roseland, from its nearness to the Old Point and Hampton market, and to the freedmen settlements, and from its good quality, being oak and hard pine, would be worth to-day, if standing, fully \$3 per cord on the stump, if not more. If now standing, I would give that price for it. The wood on his land is now all gone.

C. W. HICKMAN.

Sworn before me.

J. C. PHILLIPS.

J. P., Elizabeth City County, Virginia.

Affidavit of J. C. Phillips.

I certify that in November last, and since, I sold pine wood to the Freedmen's Bureau, in the county of Elizabeth City, at the price of five dollars per cord, delivered in Hampton and its vicinity. For wood carried to Slabtown, or that vicinity, I know the bureau has offered to pay six dollars per cord. My neighbor, Mr. William Phillips, I know to have received that price. Sugar Hill, a freedmen's settlement, is some distance from Hampton, say a mile and a half, and is in the immediate neighborhood of the once woodland of Mr. Joseph Segar, and I am very positive that if the wood were now standing on his farm, it would readily command at least three on the stump in the woods. I should say that the average price of pine wood in the county is \$5 per cord; if oak wood a little more. The wood on Mr. Segar's land is worth more on the stump than on any other land in the county, because it is peculiarly convenient to the Hampton and Old Point markets, and almost in the midst of the freedmen settlements. On this account, it would be, if standing, worth more than any other in the county.

J. C. PHILLIPS.

Sworn to and subscribed before me this the 20th day of January, 1868.

Witness my hand and official seal.

[SEAL.]

S. E. BICKFORD,

Notary Public.

A true copy:

WILLET COULTER,

Brevet Captain U. S. A., A. A. A. General.

Statement of Captain Phillips and Brevet Captain Poland, U. S. A.

FORT MONROE, VA., May 15, 1868.

DEAR SIR: We, the undersigned, having been requested by you to inspect your farm with a view to estimating the damage done by the United States during the late war, make the following statement, viz: The farm was traversed through nearly its entire length by a railroad, the said railroad consisting, as is usual, of cuttings and embankments, the embank-

ments being constructed of earth taken from the cuttings, and from earth and soil taken from the sides of the road, extending in places to a distance of from 30 to 60 feet on each side.

In various other places the soil has been removed for the use of the United States government at Fort Monroe, having been hauled away on the cars, leaving deep holes, the said holes being so distributed as to render useless considerable land lying between them. The railroad and the holes above mentioned seriously interfere with the cultivation of the adjacent ground. In case the holes were filled up and the railroad levelled, which could only be done at great expense, the ground would still be nearly worthless for the purpose of cultivation on account of the loss of the soil. The ground could undoubtedly be put in its original condition, except as to the loss of the soil, at some expense, but what the expense would be we have no means of ascertaining. It would be almost an utter impossibility to put the land in its original condition for cultivation. We have made no surveys, and consequently cannot give the exact area of the land injured, but would judge from the hasty examination we gave that there was rendered unfit for cultivation from eight to ten acres.

We have the honor to be, sir, your very obedient servants,

CHAS. B. PHILLIPS,
Captain of Engineers United States Army.
 M. S. POLAND,
Lieutenant of Ordnance and Brevet Captain U. S. A.

Statement of Sylvester Kelly and others.

I reside near the farm of the Hon. Joseph Segar, and so resided from the commencement to the end of the late war of rebellion, and make the following statement:

The farm of Mr. Segar, called "Roseland," was seized by order of General Butler in the month of May, 1861, for military use, and held during the war by the United States and for a considerable time after General Lee's surrender. It was occupied by large bodies of United States troops, and was used for encampments, drilling grounds, hospitals, stables, railroads, residences of officers and master workmen and employes generally of government, cabins for families of colored soldiers, depots for quartermaster stores, workshops of every description, school-houses, sanitary buildings; and for every possible military purpose. The farm is about three-quarters of a mile from Fortress Monroe, is the nearest land thereto, and must have been of indispensable value to the government in its military operations, as there was not sufficient room at the fortress for various buildings and conveniences for extensive military operations. In my opinion, the war could not have been well carried on without the use of this farm; certainly not without enormous expense. The entire fencing on the farm, of several miles in length, was destroyed by the military very soon after the commencement of the war; at the end of it, not a rail or post was left.

The woodland, of nearly 100 acres, has been entirely stripped of trees, there remaining thereon but a solitary tree. The shade trees for stock in the several fields have also all been cut down.

The farm-houses were all destroyed soon after the war began, except the barn, which was converted, by order of General Butler, into a school-house. The only other houses left were the dwelling-house and kitchen and wood-house.

Extensive and deep excavations were made in the fields, which it would require a heavy expenditure to fill up, nor could they be filled up at all without removing the soil from other parts of the farm or moving it from a distance. These excavations, catching the rains of summer, have generated much miasma and disease in a locality particularly healthy before the war. Very large quantities of turf, surface soil, sand, and clay were constantly hauled from the farm to the fort, in wagons and railroad flats, branch railroads being constructed for the purpose. Considerable unlevelled embankment remains to this day; indeed, the farm has been damaged as much as land could be by extensive military operations, and the government has done nothing to repair these damages.

When the farm was seized by the government there was a large crop of both wheat and corn and of oats growing on it, and which was well advanced, all of which were destroyed immediately after the occupation by the military. I cannot undertake to estimate the amount of damage and of loss to the proprietor, but to replace the farm-houses and fencing, fill up the gullies made by excavations, level the embankments, replace the fuel and timber, restore the farming utensils, and put the farm in good arable order, would require a very large expenditure of money.

Given under my hand, this 31st day of March, 1838.

SYLVESTER KELLY.

COMMONWEALTH OF VIRGINIA, *County of Elizabeth City, ss:*

Personally appeared before me, this the thirty-first day of March, 1868, Sylvester Kelly, who signed the foregoing affidavit, to me well known, and made oath to the same the day and year aforesaid.

S. E. BICKFORD, *Notary Public.*

Also personally appeared William Outten, K. Whiting, Robert B. Wood, J. S. Moody, and Z. Craver, residing near said farm, and to me well known as reliable persons, who, after reading the foregoing affidavit, personally made oath that they were familiar with the facts of the same, and made oath thereunto.

WILLIAM OUTTEN.
K. WHITING.
ROBT. B. WOOD.
J. S. MOODY.
Z. CRAVER.

Sworn and subscribed before me, this the first day of April, 1868.

S. E. BICKFORD, *Notary Public.*

Statement of Colonel James Curry.

FORT MONROE, VIRGINIA, *January 7, 1867.*

SIR: I have examined the list of names, and read the affidavit of Mr. T. O. Beirne, in relation to destitute colored people residing on your farm, and having full confidence in the integrity, loyalty, and honesty of this gentleman, I have no hesitation in believing his statement to be correct for the period stated.

From the month of May, 1861, when troops encamped on your farm, large numbers of fugitives from slavery came into our lines, and were protected by the troops already in camp on your place, who employed many of these poor destitutes as servants, cooks, laundresses, &c. This influx of the colored population to the county continued more or less during the war; your property, being the first the government took possession of, received the first "squatters."

Several colored regiments and batteries were organized on your farm, and when ordered to the front, left their families behind in tents, huts, and slab-houses. A division of colored troops encamped there also—about 12 regiments. These troops left their families to be taken care of and rationed by the government.

I have been on duty here since May, 1861, and am aware that rations were issued to these people from that period until September 30, 1866, and also that many of the colored destitutes resided on your farm, though in what numerical force I am unable to say.

I am, sir, very respectfully,

JAMES CURRY,
Colonel and Com. U. S. V.

Hon. JOSEPH SEGAR,
Roseland, Virginia.

Statement of Quartermaster Herman Biggs.

GENEVA, NEW YORK, *December 14, 1866.*

DEAR SIR: In reply to your letter of the 2d instant, I have to state that your farm, near Fort Monroe, Virginia, which was used by government for military purposes during the late rebellion, was of very great benefit to government, and during the time that I was chief quartermaster, department of Virginia and North Carolina, your land was most extensively used by government, and its use seemed indispensably necessary to the quartermasters' department. Not knowing the condition of your farm when government took possession, I cannot estimate the damages that may have been done to it, but I can say there were but few vestiges of improvement visible upon it when I took charge of the quartermasters' department at Fort Monroe, except the temporary buildings erected and belonging to the government. It must be apparent to any one acquainted with the location of your farm, that it could have been rendered very profitable to its owner during the rebellion had he been undisturbed in its possession and use, and if we estimate the rental by the importance your farm was to the government, it should be liberal.

I am, sir, very respectfully, your obedient servant,

HERMAN BIGGS.

Hon. JOSEPH SEGAR,
Ebbitt House, Washington, D. C.

Statement of officers of the army.

FORTRESS MONROE, *April 5, 1868.*

The undersigned, officers of the army, who were stationed at Fortress Monroe at the breaking out of the late rebellion, make the following statement, being so desired, and regarding it but just to the Hon. Joseph Segar, whose sacrifices for the Union we personally know:

The farm of Mr. Segar, being the land nearest to the fortress, (being distant therefrom

about three-quarters of a mile,) was regarded as indispensable to the military operations of the government, and was accordingly seized by order of General Butler immediately on his assuming command here.

Immediately thereafter large numbers of troops were encamped upon its fields, and during the entire war more or less troops were stationed on them; and the colored troops raised in Virginia were drilled and encamped upon them until they left for the field, leaving their families there.

* To the quartermasters' and commissary departments this farm was indispensable and of the greatest value; indeed, it is not easy to perceive how the military operations of the government, so far as they were connected with Fortress Monroe, could have been carried on without the use of Mr. Segar's farm. We should say that few lands were of so great value to the government during the war as this farm.

The farm was used for stables, hospitals, workshops of various kinds, and for almost every military purpose.

Necessarily, almost, the farm-houses, fencing, and fuel, and timber were all destroyed, and from the destruction of these, and other injuries, the loss to Mr. Segar has been great; it may be ruinous. His claims upon the government for indemnity are the stronger that his devotion to the Union was most ardent and uncompromising, and challenged the obloquy of his fellow-citizens who favored secession. We well recollect that when the celebrated outcry was raised about "*turning the guns inland*," early in the year 1861, Mr. Segar took sides with the army and the government, and ably and earnestly defended them in a spirited newspaper discussion with a number of the citizens of his county, which he then represented in the general assembly of his State. His conduct on this occasion elicited and deserved the warm applause and regard of the army.

JOSEPH ROBERTS,

Lieut. Col. 4th Artillery, Bvt. Brig. Gen. U. S. Army.

WILLIAM HAYS,

Major 5th Artillery, Brevet Brigadier General.

WILLIAM ADAMS,

Captain and O. S. K.

T. G. BAYLOR,

Major of Ordnance and Brevet Colonel U. S. Army.

* J. P. SANGER,

Brevet Captain U. S. Army.

JAMES CURRY,

Second Lieutenant 5th U. S. Artillery, late Colonel and C. U. S. Vols.

Affidavits of C. W. Hickman and J. C. Phillips.

STATE OF VIRGINIA, *County of Elizabeth City:*

Personally appeared before me, James E. Turner, a notary public for the county aforesaid, Charles W. Hickman, and made oath, that he was well acquainted with the land of the Hon. Joseph Segar, called Roseland, and especially with the woodland on said farm, and that he believes that the woodland would have cut from 75 to 100 cords per acre; that he had some woodland, almost adjoining or in close proximity to Mr. Segar's farm, which cut 100 cords to the acre; that the trees on Mr. Segar's land were very large and were of the best quality found in this section of county.

C. W. HICKMAN.

Sworn to and subscribed before me, a notary public for the county aforesaid, the 24th day of January, 1868. In testimony whereof, I have hereunto set my seal notarial the day and year above written.

JAS. E. TURNER, *Notary Public.*

STATE OF VIRGINIA, *County of Elizabeth City:*

Jefferson C. Phillips this day made oath before me that, in his opinion, the land of Mr. Segar mentioned in the annexed affidavit of C. W. Hickman would have cut from 75 to 100 cords per acre, and I certify that said Jefferson C. Phillips is one of the most reliable men in the county of Elizabeth City.

Given under my hand and seal, as above, this 25th day of January, 1867.

JAS. E. TURNER, *Notary Public.*

WAR DEPARTMENT, BUREAU OF REFUGEES,
FREEDMEN, AND ABANDONED LANDS,
Washington City, March 4, 1868.

SIR: The records of this bureau sustain the statements of General B. F. Butler and General N. A. Miles respecting the property and claims of Hon. Joseph Segar. His farm near Fortress Monroe, Virginia, was occupied by freedmen under my supervision from the organization of the bureau (May 15, 1865) to August 29, 1866, and for that time rent was paid to Mr. Segar amounting to \$3,766 07.

Mr. Segar has also been paid for wood used by this bureau during the same period the sum of \$1,828 17.

Very respectfully,

O. O. HOWARD,
Major General Commanding.

Hon. T. O. HOWE,
Chairman Committee of Claims.

QUARTERMASTER GENERAL'S OFFICE,
Washington, D. C., June 22, 1868.

SIR: In reply to your inquiry relative to the subject, you are respectfully informed that on August 28, 1866, Brevet Brigadier General A. P. Blunt, chief quartermaster, &c., at Richmond, Va., was directed to pay you rent for use of your property from April 2, 1866, to August 2, 1866, at the rate of \$400 per month, less \$400 per year, amounting to \$1,466 66, you having had the use of the house and ground adjoining during the period for which rent was claimed.

By order Quartermaster General.

Very respectfully, your obedient servant,

JAMES A. EKIN,
Deputy Quartermaster General, Brevet Brigadier General.

WASHINGTON, D. C., *June 21, 1868.*

DEAR SIR: In reply to yours of the 26th instant I have the honor to enclose to you the statement D, with General Butler's approval.

Your obedient servant,

SIDNEY DE KAY.

JOS. SEGAR, Esq.,
Ebbitt House, Washington, D. C.

D.

We certify to the following facts: on the 23d day of May, 1861, the popular vote was taken in Virginia on the ratification or non-ratification of the secession ordinance. On that day the county of Elizabeth City was in State possession, and on that day a number of the citizens of the county left, owing to the marching of a regiment, that of Colonel Phelps's, to Hampton, in the evening of the day, which regiment did no hostile act beyond its appearance in Hampton, at which place the election was being held. On Monday following, the 27th of May, nearly all the citizens in the county left, leaving behind those chiefly who were not willing to engage in the rebellion, and leaving the county without the exercise of any federal military force or operation, quietly in possession of the loyal citizens and of the arms of the United States. After the 27th of May, 1861, to the end of the war, the county was in unresisted, quiet possession of the United States. [The facts as above stated are true.—Benjamin F. Butler, late Major General.] We were loyal citizens, and among those who staid at home, unwilling to give up the Union.

T. S. TENNIS.
B. M. JOHNSON.
K. WHITING, P. M.

County of Elizabeth City, to wit :

I, William R. Willis, a notary public for the county aforesaid, in the State of Virginia, do certify that T. S. Tennis, B. M. Johnson, and K. Whiting, whose names are signed to the writing above, personally appeared before me in my county aforesaid, and made oath in due form of law that the statements therein set forth are true.

Given under my hand this 8th day of August, 1866.

W. R. WILLIS, *Notary Public.*

Virginia, Elizabeth City County, to wit :

I hereby certify that W. R. Willis, before whom the foregoing writing was sworn, is a notary public for Elizabeth City county, Virginia, duly authorized to administer oath, and that the above is his genuine signature.

Given under my hand and official seal this 8th day of August, 1866.

WM. S. HOWARD,
Clerk of Elizabeth City County Court, Virginia.

ORDNANCE OFFICE, WAR DEPARTMENT,
Washington, June 22, 1867.

I certify that I was stationed at Fort Monroe, Virginia, during the months of April and May, 1861, and from my recollection of the events which occurred during that period at Fort Monroe and vicinity, am satisfied that the statements contained in the affidavits of T. S. Tennis, B. M. Johnson, and K. Whiting, marked D, and bearing date 8th of August, 1866, as shown in the printed letter of the Hon. Joseph Segar to the President of the United States, are correct.

A. B. DYER,
Brevet Major General, Chief of Ordnance.

RECAPITULATION.

I. In reference to quartermaster stores and commissary subsistence there seems clearly to be due and unpaid a balance of \$1,560.

II. In reference to use and occupation of farm :

The farm consisted of 447 acres, including woodland. Of this, about 300 acres were under cultivation and used for pasturage. The annual value for use and occupation is estimated as follows : D. H. Clark, at \$6,000 per year ; M. R. Muzzy, at from \$6,000 to \$8,000 per year ; Sylvester Kelley, at from \$6,000 to \$8,000 per year ; T. S. Tennis, at \$10,000 per year.

Colonel Thomas G. Whytall, depot quartermaster in charge, says the farm was of incalculable value and importance to the government.

Sylvester Kelly, William Outten, R. Whiting, Robert B. Wood, J. S. Moody, and Z. Craver say the farm was of indispensable value to the government.

Herman Briggs says the farm was indispensably necessary to the quartermasters' department, and would have been very profitable to the owner, and his allowance for use and occupation should be liberal.

General Roberts, General Hays, Captain Adams, Colonel Baylor, Captain Sanger, and Colonel Currey say that the farm was indispensable to the military operations of the government. There is much other testimony to the same effect.

On this testimony, and from personal inspection of the premises, the board fix the monthly value of the use and occupation of said farm at \$400, making \$4,800 per year, subject to some small ——— which Mr. Segar had received for rent of parts of the said premises, and also subject to a proper deduction for his own use and occupation of the dwelling-house after it was restored to him.

Mr. Segar acknowledges that he has received full compensation for use and occupation of his farm from and after April 2, 1866.

From 25th November, 1865, (the time to which the military commission

assessed the value,) to said 2d April, 1866, would be four months and eight days, which, at \$366 77 per month, would make the sum of, say, \$1,565.

But the claimant acknowledges having received from Freedmen's Bureau, after the closing of the military survey hereinbefore set forth, and to be applied as a credit for use and occupation prior to 2d April, 1866, the sum of \$3,766 07.

III. Damages to the farm :

The evidence abundantly shows that the farm was badly damaged by digging trenches, making roads through it, and in various other ways; but the committee are of opinion that no allowance can be made in this behalf.

It is also clearly proved that many valuable farm-houses were destroyed. Their number, dimensions, and character are described in John F. Segar's depositions; but no satisfactory estimate of their value is made, and the committee excluded any estimate of damages for these.

In reference to the fencing :

John F. Segar says six miles of fence were destroyed—two-thirds thereof posts and boards, and the residue rails. Alexander Washington and David Paine say the same.

General Roberts, General Hays, Captain Adams, Colonel Baylor, Captain Sanger, and Colonel Curry say fencing was all destroyed.

Sylvester Kelly, William Outten, R. Whiting, Robert B. Wood, J. S. Moody, and Z. Craver say all fencing on the farm was destroyed, not a rail or a post left.

G. W. Semple says the same, and shows that it would cost \$1,000 per mile to replace the fence.

But it would not be proper to estimate value of all fencing by what it would cost to make a new one. The old one was probably not worth more than half of a new one—say \$3,000.

In reference to the timber destroyed :

Six witnesses, to wit, Kelley, Outten, Whiting, Wood, Moody, and Craver, say woodland of nearly 100 acres entirely stripped.

Six other witnesses, to wit, General Roberts, General Hays, Captain Adams, Colonel Baylor, Captain Sanger, and Colonel Curry, say fencing, fuel, and timber all destroyed.

C. W. Hickman and J. C. Phillips say value of wood per cord on the stump in the woods was at the least from \$2 50 to \$3 per cord. The latter says he knows that Freedmen's Bureau actually paid \$6 per cord for wood in the immediate vicinity. They also fix the area of the woodland at about 100 acres, and estimate that each acre would have produced at least 75 cords. But the title of Mr. Segar to a part of this woodland seems to have been in dispute. Surveyor Joy, by actual survey, fixes the area belonging to Mr. Segar clear of dispute at 77 $\frac{1}{4}$ acres.

Fixing the amount of wood at 75 cords per acre, (the lowest estimate of any of the witnesses,) the total number of cords on the 77 $\frac{1}{4}$ acres would be 5,794, which, at \$3 per cord, would make the sum of \$17,382; but this is subject (see General Howard's letter) to a credit of \$1,828 17, leaving balance of \$15,553 83.

The result, therefore, of the evidence as aforesaid, is as follows :

Balance due on quartermaster stores and commissary subsistence.	\$1,560 00
Use and occupancy of the farm to 25th November, 1865, as ascertained by military commission, which see	\$20,410 10
Use and occupancy of the farm from 25th November, 1865, to 2d April, 1866	1,565 00
	<hr/>
	21,975 10
Subject to credit of	3,766 07
	<hr/>
Leaving balance of	18,209 03

Timber cut and used for fuel.....	\$17,382 00	
Subject to credit of.....	1,828 17	
		<hr/>
Leaving balance.....		\$15,553 83
		<hr/>
		35,322 86
		<hr/> <hr/>

It will be observed that the foregoing statement excludes any estimate of six miles of fencing destroyed, worth at least \$3,000

It also excludes any estimate for farm-houses destroyed, worth probably 1,500

4,500

Nor is any estimate made for the damage done by digging trenches, constructing roads through it, &c., creating pools of stagnant water, and causing a formerly healthy location to be unhealthy.

The destruction of the fences and buildings was evidently the result of private trespasses and depredations by the soldiers and freedmen; and although the losses occasioned thereby are as great to the claimant as if they had been lawfully authorized by the army, the committee did not feel at liberty to allow claims of that character.

After maturely considering this case, and taking also into consideration the abatements to which *ex parte* testimony must always be subject, the committee are satisfied that the claimant is still entitled, at the lowest estimate which can be reasonably made, to the sum of \$25,000, by reason of the matters as set forth in his petition and accompanying papers. The committee therefore report the accompanying bill, providing for the payment of that sum.





